

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Russell C. Muniz, CMC, Town Clerk/797-1023

PREPARED BY: Russell C. Muniz, CMC, Town Clerk/797-1023

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF NET ASSETS CORPORATION FOR THE PROVISION OF A FULL SERVICE ELECTRONIC PROPERTY REPORTING SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The accompanying resolution is necessary to authorize the execution of the agreement between the Town and Net Assets Corporation for the implementation of an electronic property reporting service. The provision of this software will enable the Town Clerk's Office to provide instantaneous responses regarding liens to title companies and other interested parties. The Town solicited informal bids from nine firms and also placed the Notice to Bidders on the Town's website.

PREVIOUS ACTIONS: N/A

CONCURRENCES: The Town Attorney has reviewed the agreement.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$12,000 - \$16,000 depending on volume. Costs will be offset by charges to those requesting the information.

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and Exhibit “A”

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF NET ASSETS CORPORATION FOR THE PROVISION OF A FULL SERVICE ELECTRONIC PROPERTY REPORTING SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited informal bids for a full service electronic property reporting service to assist with the dissemination of liens on properties located within the Town of Davie; and

WHEREAS, after only receiving one responsive bid which has been evaluated by the Town's Information Technology Committee it is in the best interest of the Town of Davie to award the bid to Net Assets Corporation; and

WHEREAS, it is in the Town's best interest to execute the attached agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the agreement with Net Assets Corporation, attached hereto as Exhibit "A," and authorizes its execution by the Mayor.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

CONDUITS

Net Assets

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Net Assets Corporation

Response to the

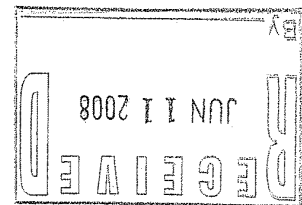
Town of Davie

Request for Proposal

FULL SERVICE ELECTRONIC PROPERTY REPORT

(RFP EPR), IB 08-60

May 30, 2008



I. Company History and Background

OVERVIEW

Net Assets Corporation provides innovative solutions to local governments for managing and reporting information to outside agencies. Net Assets has been in business since 2001 and was founded by Rick and David Gates.

Net Assets' core competencies are exceptional customer service and the effective use of data, database management, Web-based applications, and networking. Net Assets focuses on individualized services for each of its clients.

The company operates out of Eugene, Oregon.

INDIVIDUAL SOLUTIONS

Net Assets utilizes stable, high-performance technologies to provide solid solutions for local governments. Our applications operate effectively from any location, and allow for maximum flexibility. We tailor our applications to meet the specific requirements for each customer. Municipalities no longer have to struggle to make a "one size fits all" software solution work effectively.

MARKETS

Net Assets focuses on municipalities and local governments across the United States: cities, towns, townships, boroughs, counties, and special districts.

APPLICATIONS

Conduits™ enables the reporting of property information to outside agencies, formalized statements, usage level tracking, and automated updates. Conduits™ reduces local labor costs and provides new revenue streams.

Constructor™ is a comprehensive application suite to manage Notifications and Special Assessments. Notifications include Agreements, Advisements, Simple Assessments, Simple Code Enforcements, and Announcements. Special Assessments effectively manages billing, payment processing, and reporting and auditing needs for any interests or encumbrances an organization may have against real property. Constructor™ integrates seamlessly with Conduits™ in real time, making data updating a thing of the past.

CLIENTS

Net Assets maintains client relationships with many local governments, both large and small. Some of our municipal relationships include the cities of Portland in Oregon and Miami Beach in Florida.

MANAGEMENT TEAM

President, CEO: David J. Gates
Vice President: Michael LaBorde
Chairman: Rick Gates

II. Qualifications and Experience with EPR Service

The Conduits reporting service provided by Net Assets is a full-service solution to a municipality's need to report any and all property-related information electronically. Net Assets currently has 51 clients utilizing the Conduits reporting service. The City of Portland Oregon (population 568,000) is the largest municipality serviced by Net Assets. The clients using Conduits include cities very similar to the Town of Davie. The City of Miami Beach Florida provides twelve different types of property-related information for Conduits.

FULL SERVICE MODEL

The Conduits reporting service is a full service model. Net Assets provides all hardware, software, training, and support for electronic property reports. The Conduits reporting service costing is based on a per-report fee. There are no additional charges for development, implementation, training, or support.

COMPANY / USER MANAGEMENT

Conduits has a built-in user management capability. Lien search companies and title companies are able to maintain their own set of users and to monitor usage. The Town of Davie will also have the ability to setup and manage their own set of users. In addition, the Town will have the ability to approve and authorize new external companies before they are given access to property information. The Town will also have the ability to monitor all searches and to obtain monthly recaps and detailed reports.

DATA INTEGRATION

Net Assets will work with the Town to integrate internal electronic data with Conduits. Net Assets has experience integrating with Sungard / HTE and IBM AS400 computers. Conduits has data import routines that check and validate information as it is imported. These routines ensure that clean data is presented to the end-user on a daily basis. The Town will automatically be alerted if there are problems with the import process.

Net Assets does not typically charge for updates and changes to the application after implementation. If there are internal software updates, data format changes, or new applications, Conduits will be modified to adapt at no additional charge.

FINANCIAL REPORTING

Conduits will provide any and all payoff information to the end-users. Simple interest calculations, daily fines, and per diem estimates are some of the examples of payoffs used by Conduits clients and are available to the Town.

PROFESSIONAL REPORTS

Net Assets will customize the property report to the specifications of the Town, including the Town seal or logo. All wording contained in the report and the look and feel of the finished document are governed by the needs of the Town. Reports are delivered as PDF documents to the end-users desktop. Net Assets will work with each client to meet their reporting needs. Each client determines what information needs to be reported and how the information is formatted on the finished property report.

ENHANCED ACCESS

Conduits EPRs are available to authorized users via a secure Internet application during business hours. No client software is required to obtain EPRs other than a standard Web browser and Adobe Reader.

COLLECTION OF FEES

Monthly invoices can be generated for quick and easy billing with Conduits. Online credit card "pay in advance" features are also available.

AUDITING CAPABILITY

Conduits logs and tracks all searches. Detailed reports are available to the Town that show all relevant search information. The Town will have access to these logs at any time and can monitor and audit all search history.

SECURITY

Net Assets incorporates the highest security standards in Conduits. These standards include data encryption, secure logins, firewalls, network architecture, software architecture, monitoring, redundancy, fault tolerance, and physical security. Full backup and archiving procedures also protect the information from loss.

MINIMUM SERVICE LEVELS

Net Assets will conform with the minimum service levels specified. These levels are included in the attached Service Agreement.

III. Cost Proposal**SEARCH FEES**

Net Assets will charge the Town of Davie an \$8 fee for every electronic property report used for external purposes. There will be no charge if an electronic property report is requested by a Town employee and used for strictly internal purposes. In addition, the Town of Davie can stipulate through Conduits a "free duplicate search period" whereby end users can request duplicate reports (same requestor, same parcel, within the duplicate period) for no additional fee from the Town; Net Assets will not charge the Town for duplicate searches.

PAYMENT METHOD

Net Assets will send the Town an invoice each month for all external, chargeable searches. Payment will be due within fifteen (15) days of the invoice date. Payments shall be made to Net Assets' address.

STARTUP FEE

Net Assets agrees to waive the usual Startup Fee of \$500 if the Town of Davie completes implementation and starts external use of Conduits by September 1, 2008.

IV. Time Estimate**DEVELOPMENT**

Most of the development time will depend on the Town's ability to identify and extract its own information from its own systems. Once the Town has extracted its information and sent it to Net Assets along with a detailed description of the

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files and fields containing the data, it is only a matter of a few days for Net Assets to integrate their information into Conduits.

DEPLOYMENT

A test version of the Conduits system will then be available to the Town for review. Once the Town has had the chance to review and approve the system it will be ready for deployment.

Once the decision to deploy is made by the Town, Net Assets will fully implement the application within one business day. Net Assets will be responsible for promoting and educating the end users about Conduits. Net Assets will provide all training and support for Conduits.

CONDUITS REFERENCE LIST

Albany, Oregon John Stahl (541) 917-7534	Des Moines, Washington Janet Beeck (206) 870-6514	Lincoln City, Oregon Sheri Willette (541) 996-1210	Salem, Oregon Jon Ellis (503) 588-6227
Beaverton, Oregon Patrick O'Claire (503) 526-2241	Fairview, Oregon Tammy Shannon (503) 674-6225	McMinnville, Oregon Crystal Wooldridge (503) 434-2351	Sheridan, Oregon Yvonne Hamilton (503) 843-2347
Brownsville, Oregon Kathy Nida (541) 466-5666	Forest Grove, Oregon Linda Christensen (503) 992-3218	Miami Beach, Florida Georginia Echert (305) 673-7451	Silverton, Oregon Bryan Cosgrove (503) 588-6227
Canby, Oregon Laura Dornbusch (503) 266-4021	Hallandale Beach, Florida Shari Canada (954) 457-1339	Milwaukie, Oregon Steve Smith (503) 786-7522	Tigard, Oregon Craig Prosser (503) 639-4171
Cascade Locks, Oregon Kate Mast (541) 374-8484	Hermiston, Oregon Donna Moeller (541) 567-5521	Monmouth, Oregon Jeff White (503) 838-0722	Tillamook, Oregon Bernadette Sorensen (503) 842-3450
Central Point, Oregon Jill Turner (541) 664-3321	Hillsboro, Oregon Suzanne Linneen (503) 681-6404	Newberg, Oregon Kathy Tri (503) 538-9421	Troutdale, Oregon Kyra Williams (503) 674-7231
Clackamas County OR Steve Shampine (503) 353-4596	Hubbard, Oregon Rob Daykin (503) 981-9633	Pendleton, Oregon Linda Carter (541) 966-0331	Tualatin, Oregon Nancy Gritta (503) 692-2000
Coos Bay, Oregon Janell Howard (541) 269-8915	Independence, Oregon Dave Gephart (503) 838-1212	Philomath, Oregon Joan Swanson (541) 929-3001	Vernonia, Oregon Joann Glass (503) 429-5291
Coquille, Oregon Ruth Graham (541) 396-2115 x203	Keizer, Oregon Debbie Engelhard (503) 390-3700	Portland, Oregon Dan Schmidt (503) 823-4097	West Linn, Oregon Lynn DePretto (503) 723-2525
Cornelius, Oregon Ellie Jones (503) 357-9112	Lake Oswego, Oregon Richard Seals (503) 675-3746 x746	Redmond, Oregon Chris Ernest (541) 923-7727	Wilsonville, Oregon Gary Wallis (503) 570-1511
Corvallis, Oregon Bob Wrightson (541) 766-6990	Lebanon, Oregon Casey Cole (541) 451-7475	Roseburg, Oregon Michelle DeAngeles (541) 672-7701	Woodburn, Oregon Ben Gillespie (503) 982-5211
Dallas, Oregon Marcia Bargary (503) 831-3505			



Conduits™ Service Agreement

EFFECTIVE DATE: _____

PARTIES:

NETASSETS CORPORATION ("NETASSETS")
44 Club Road, Suite 300, Eugene, Oregon 97401
World Wide Web: <http://www.nassets.com>

City of Davie Florida ("ORGANIZATION")
6591 Orange Drive
Davie, FL 33314

AGREEMENT

This Agreement is made as of the date stated above, (the "Effective Date") and sets forth the terms and conditions under which the online web application known as Conduits™ will be used by ORGANIZATION, and made available for use by NETASSETS.

1. Definitions:

1.1 "Conduits™" shall mean the software application used for publication of the ORGANIZATION'S interests in property via the World Wide Web as created by NETASSETS, including web pages, graphics, data formats, and server components.

1.2 "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible, and in any media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.3 "Search Transaction(s)" shall mean any search request initiated by an End-user for data related to interest against an individual property.

1.4 "End-user(s)" shall mean any individual or entity that is given access to Conduits™ by ORGANIZATION, excluding ORGANIZATION.

2. Payment

2.1 Search Fees. ORGANIZATION agrees to pay NETASSETS a fee for each Search Transaction by an End-user. The Search Fee will be \$8 per Search Transaction by an End-User.

2.2 Payment Method. NETASSETS will invoice ORGANIZATION monthly at its address noted on page 1 of this Agreement or at such other address as ORGANIZATION may designate through the information entered into Conduits. Payment will be due within fifteen (15) days of the invoice date. Payments shall be made at NETASSETS' address noted on page 1 of this Agreement or at such other address as NETASSETS may designate by written notice to ORGANIZATION.

2.3 Startup Fee. ORGANIZATION agrees to pay NETASSETS an initial startup fee of \$500. Payment shall be made upon ORGANIZATION's execution of this agreement.

3. Use of Conduits™

3.1 Prohibited Actions. ORGANIZATION shall not adopt, translate, copy or modify Conduits™, or disassemble, decompile, reverse engineer, reverse compile, cross compile or otherwise attempt to derive source code from Conduits™. ORGANIZATION shall not create accounts for internal use of Conduits™ for any person or entity outside of ORGANIZATION.

3.2 Transmission of Data. ORGANIZATION shall be solely responsible for the timely and accurate update and transmission of information or other data entered for access via the Conduits™ application system, and shall promptly report any problems encountered by ORGANIZATION or End-users in operation of or access to the Conduits™ application. ORGANIZATION shall transmit all data to NETASSETS in the format(s) as mutually agreed upon in writing during the term of this agreement.

3.3 Ownership Rights. Ownership of all Intellectual Property Rights in Conduits™ will at all times remain the property of NETASSETS. ORGANIZATION agrees not to remove or obliterate any copyright, trademark or proprietary rights notices of NETASSETS or NETASSETS's suppliers from Conduits™.

4. Term of Agreement/Termination

4.1 Term. This agreement is effective from the Effective Date, until the date of termination under this Section 4.

4.2 Termination by ORGANIZATION. ORGANIZATION may terminate this Agreement:

4.2.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to NETASSETS, or

4.2.2 Thirty (30) days after delivery of written notice to NETASSETS by ORGANIZATION that NETASSETS has breached any provision of this Agreement, if NETASSETS has not cured such breach within the thirty (30) day period.

4.3 Termination by NETASSETS. NETASSETS may terminate this Agreement:

4.3.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to ORGANIZATION; or

4.3.2 Immediately upon written notice to ORGANIZATION in the event of any breach of Sections 2, 3.1 or 3.3; or

4.3.3 Thirty (30) days after delivery of written notice to ORGANIZATION that ORGANIZATION has breached any provision of this Agreement other than Sections 2, 3.1 or 3.3, and has not cured such breach within the thirty (30) day period.

4.4 Actions Upon Termination.

4.4.1 ORGANIZATION'S Actions. Upon termination ORGANIZATION shall immediately discontinue use of Conduits™.

4.4.2 NETASSETS' Actions. Upon termination NETASSETS shall cease to make available on Conduits™, via the World Wide Web or otherwise, any data related to ORGANIZATION's use of Conduits. NETASSETS shall have no obligation to return or retransmit any data to ORGANIZATION, and after termination may archive data solely for NETASSETS' business purposes.

5. Limitation of Liability and Indemnification

5.1 Exclusion of Consequential Damages. IN NO EVENT SHALL NETASSETS BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO REVENUES, PROFITS OR

GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO ORGANIZATION HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 Maximum Monetary Liability for Breach of Agreement. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which NETASSETS may be liable to ORGANIZATION under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by ORGANIZATION to NETASSETS under this Agreement during the ninety (90) days immediately preceding the date NETASSETS is notified in writing of a claim by ORGANIZATION for breach of agreement.

5.3 Third Party Providers. ORGANIZATION acknowledges that in connection with Conduits™, information will be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, internet service providers and others, all of which are beyond the control of NETASSETS. Accordingly, NETASSETS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of Conduits™.

5.4 Indemnification with Respect to End-users. NETASSETS has no contractual relationship or other legal duty to End-user(s) and it assumes no liability with respect to the use of Conduits™ by End-user(s). Accordingly, ORGANIZATION agrees to defend, indemnify, and hold NETASSETS harmless for any losses, costs, claims, or other liabilities arising out of the misuse of Conduits™ by End-users.

6. Support and Maintenance

6.1 General Support. NETASSETS shall provide to ORGANIZATION the maintenance and support services as set forth in Appendix A: Service Level.

6.2 End-User Support. NETASSETS agrees to provide all initial support to End-Users of Conduits. Any support issues relating to ORGANIZATION policy or data that cannot be dealt with by NETASSETS will be forwarded to ORGANIZATION to provide support.

7. Miscellaneous Provisions

7.1 No Assignment. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ORGANIZATION, and any purported assignment or transfer shall be null and void.

7.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability is intended by the parties to be severable and independent of any other provision and to be enforced as such.

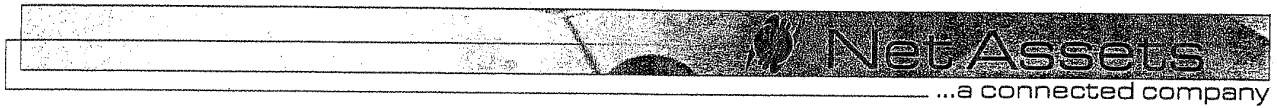
7.3 Entire Agreement/Modification. This Agreement and its attachments constitute the entire agreement between the parties concerning Conduits™ and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any attachment hereto shall add to or vary the terms and conditions of this Agreement, unless executed by both NETASSETS and ORGANIZATION and expressly identified therein as a modification to this Agreement. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both parties.

7.4 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party, including without limitation interruption of power or communications facilities or failure of data storage hardware or software that is not caused solely by the party's acts or omission.

7.5 Governing Law, Venue, Jurisdiction. The parties agree that this Agreement shall be governed and construed by the laws of the State of Oregon. The parties hereby submit to the jurisdiction and venue of the Circuit Court of the State of Oregon for Lane County or, if appropriate, the federal courts of the District of Oregon.

7.6 Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

7.7 Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing, will be delivered personally or by mail or express delivery, postage prepaid, and will be deemed given upon actual delivery or, if mailed by registered or certified mail, on the third business day following deposit in the mails, addressed to the appropriate party at the address first set forth above. Either party may, by written notice, designate a different address for purposes of this Agreement.



Net Assets Corporation:

By: _____
David J. Gates, President

City of Davie Florida

By: _____

Printed Name: _____

Title: _____

Appendix A: Service Level

1. Conduits™ will be available 99.9% of the time during ORGANIZATION's normal business hours. Any individual outage in excess of 20 minutes or 4 outages exceeding 5 minutes each will constitute a violation.
2. 80% of Conduits™ transactions will exhibit 10 seconds or less response time, defined as the interval from the time the server receives a transaction request to the time a response is generated and sent back. Missing the metric for business transactions measured over any business week will constitute a violation.
3. Net Assets will respond to service incidents that affect multiple users within 24 hours, resolve the problem within 48 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
4. Net Assets will respond to service incidents that affect individual users within 24 hours, resolve the problem within 72 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
5. Net Assets will respond to non-critical inquiries within 48 hours and deliver an answer within 72 hours. Missing any of these metrics on an incident will constitute a violation.

STATEMENT OF NO BID

We, the undersigned, have declined to bid on your REQUEST FOR PROPOSALS FOR FULL-SERVICE ELECTRONIC PROPERTY REPORT (EPR) for the following reasons:

- ☐ Insufficient time to respond to the Request for Proposals
- ☒ We do not offer this service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet Insurance requirements
- ☐ Other (specify below)

REMARKS: _____

Company Name: The Mellgren Planning Group
Signature: Walter Jettus
Telephone: 954-475-2010 Date: June 4, 2008

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Monday, June 02, 2008

Herb Hyman
Town of Davie
6591 Orange Drive
Davie, FL 33314

Re: Bid #IB 08-60

Dear Mr. Hyman,

Net Assets Corporation is pleased to respond to the Town of Davie's Request for Proposal for a Full-Service Electronic Property Report (RFP EPR), Bid #IB 08-60, dated May 29, 2008.

The enclosed information addresses the specifications contained in the RFP. Net Assets has provided this information to the best of our abilities and understanding of your requirements. Net Assets is open to answering any questions or concerns and to providing additional information if it is needed.

Thank you for your consideration.

Sincerely,



David J. Gates
President, CEO
Net Assets Corporation

44 Club Road, Suite 300
Eugene, Oregon 97401
dgates@nassets.com
(541) 485-8876

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Net Assets Corporation	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 44 Club Rd. Suite 300	Requester's name and address (optional)
City, state, and ZIP code Eugene, OR 97401	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
9	3	1	3	1	5	6	1	1

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

[Signature]

Date **6/2/2008**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE 2/19/2008
PRODUCER TECHINSURANCE 1301 Central Expy South, Suite 115 Allen, TX, 75013 (800) 668-7020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Net Assets Corporation 44 Club Road, Ste 300 Eugene, OR 97401	INSURERS AFFORDING COVERAGE	
	INSURER A: Illinois Union Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY	G21513659001	3/1/2008	3/1/2009	CLAIMS-MADE OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 EACH OCCURRENCE EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Cochran

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE
07-04-2007**PRODUCER**JBL&K RISK SERVICES, LLC/PHS
707188 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****INSURED**RICK GATES DBA NET ASSETS
44 CLUB RD. STE 300
EUGENE OR 97401

INSURER A: Hartford Casualty Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	52 SBA KW2959	09/01/07	09/01/08	EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Business Liab				PERSONAL & ADV INJURY	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	52 SBA KW2959	09/01/07	09/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**ADDITIONAL INSURED; INSURER LETTER:****CANCELLATION**Northbank Property, LLC
PO Box 529
Eugene, OR 97440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Vendor/Bidder Disclosure

I, David Gates, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Net Assets Corporation
Address: 44 Club Rd. Suite 300
Eugene, OR 97401
FEIN 93-1315811
State and date of incorporation Oregon - April 3, 2001

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership	%
<u>David J. Gates</u>	<u>Eugene, OR</u> <u>112 Bampton Ct</u>	<u>41</u>	<u>%</u>
<u>Rick Gates</u>	<u>Eugene, OR</u> <u>2530 Highland Oaks</u>	<u>41</u>	<u>%</u>
<u>Steve & Sharon Gibson</u>	<u>Nehalem, OR</u> <u>123 Main St.</u>	<u>13</u>	<u>%</u>
			<u>%</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

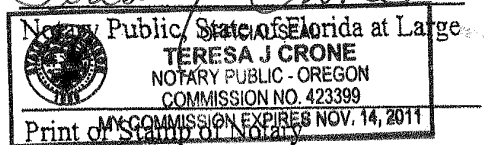
By: *David J. Gates*
Signature of Affiant

Date: 6/2/08

David J. Gates
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 2nd day of
JUNE 2008, by Teresa J. Crone, he/she is
personally known to me or has presented Teresa J. Crone as
identification.

Teresa J. Crone



423399
Serial Number

My Commission Expires: Nov 14, 2011